

2012 Edition

Cohabitation Agreements in Connecticut

A Guide to Resources in the Law Library

- “. . . cohabitation alone does not create any contractual relationship or, unlike marriage, impose any other legal duties upon the parties. In this jurisdiction, common law marriages are not accorded validity.” [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).
- “Ordinary contract principles are not suspended, however, for unmarried persons living together, whether or not they engage in sexual activity.” [Ibid.](#)
- “In support of his first argument, the plaintiff cites the definition, adopted by our Supreme Court in [Wolk v. Wolk](#), 191 Conn. 328, 332, 464 A.2d 780 (1983), that ‘[c]ohabitation is a dwelling together of man and woman in the same place in the manner of husband and wife.’ The plaintiff apparently interprets the phrase ‘in the manner of husband and wife’ to suggest that cohabitation is for all intents and purposes synonymous with marriage, and that cohabitation raises all of the same presumptions regarding the treatment of assets as does marriage. Such an interpretation, however, would essentially transform cohabitation into common-law marriage, contrary to the refusal of this state to recognize such relationships. See [McAnerney v. McAnerney](#), 165 Conn. 277, 285, 334 A.2d 437 (1973) (‘[a]lthough other jurisdictions may recognize common-law marriage or accord legal consequences to informal marriage relationships, Connecticut definitely does not. . . . It follows that although two persons cohabit and conduct themselves as a married couple, our law neither grants to nor imposes upon them marital status’ [citations omitted]). ‘[C]ohabitation alone does not create any contractual relationship or, unlike marriage, impose other legal duties upon the parties.’ [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).” [Herring v. Daniels](#), 70 Conn. App. 649, 655, 805 A.2d 718 (2002).
- “Connecticut does not presently recognize, as valid marriages, living arrangements or informal commitments entered into in this state and loosely categorized as common law marriages. [McAnerney v. McAnerney](#), 165 Conn. 277, 285, 334 A.2d 437 (1973); [Hames v. Hames](#), 163 Conn. 588, 593, 316 A.2d 379 (1972); *State ex rel. Felson v. Allen*, 129 Conn. 427, 432, 29 A.2d 306 (1942). Only recently this rule of law has been reaffirmed. ‘In this jurisdiction, common law marriages are not accorded validity. . . . The rights and obligations that attend a valid marriage simply do not arise where the parties choose to cohabit outside the marital relationship.’ (Citations omitted.) [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).” [Collier v. Milford](#), 206 Conn. 242, 248, 537 A.2d 474 (1988).

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These guides are provided with the understanding that they represent only a beginning to research. It is the responsibility of the person doing legal research to come to his or her own conclusions about the authoritativeness, reliability, validity, and currency of any resource cited in this research guide.

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This guide links to advance release slip opinions on the Connecticut Judicial Branch website and to case law hosted on Google Scholar.
The online versions are for informational purposes only.

Section 1: Introduction

A Guide to Resources in the Law Library

In 1978 the Supreme Court of Oregon noted in [Beal v. Beal](#), 577 P2d 507, 508:

Historically, courts have been reluctant to grant relief of any kind to a party who was involved in what was termed a 'meretricious' relationship. Courts took the position that the parties had entered into a relationship outside the bounds of law, and the courts would not allow themselves to be used to solve the property disputes evolving from that relationship. Generally, the parties were left as they were when they came to court, with ownership resting in whoever happened to have title or possession at the time. The rationale was predicated on public policy or even an invocation of the clean hand doctrine.

In 1976 the California Supreme Court decided [Marvin v. Marvin](#), 557 P.2d 106, 116:

In summary, we base our opinion on the principle that adults who voluntarily live together and engage in sexual relations are nonetheless as competent as any other person to contract respecting their earnings and property rights. Of course, they cannot lawfully contract to pay for the performance of sexual services, for such a contract is, in essence, an agreement for prostitution and unlawful for that reason. But they may agree to pool their earnings and to hold all property acquired during the relationship in accord with the law governing community property; conversely they may agree that each partner's earnings and the property acquired from those earnings remains the separate property of the earning partner. So long as the agreement does not rest upon illicit meretricious consideration, the parties may order their economic affairs as they choose, and no policy precludes the courts from enforcing such agreements.

Section 2: Validity

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the validity of unmarried cohabitation agreements in Connecticut

DEFINITIONS:

- "Ordinary contract principles are not suspended, however, for unmarried persons living together, whether or not they engage in sexual activity." [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987).
- "We conclude that our public policy does not prevent the enforcement of agreements regarding property rights between unmarried cohabitants in a sexual relationship." *Ibid.*, p. 342.
- "[W]here the parties have established an unmarried, cohabiting relationship, it is the specific conduct of the parties within that relationship that determines their respective rights and obligations, including the treatment of their individual property Any such finding must be determined by reference to the unique circumstances and arrangements between the parties present in each case. Those matters are questions of fact that are within the singular province of the trial court, and can only be determined by evaluating the credibility of the witnesses and weighing conflicting evidence." [Herring v. Daniels](#), 70 Conn. App. 649, 656 (2002).

STATUTES:

- CONN. GEN. STAT. (2011)
[§ 46b-61](#). Orders re children where parents live separately. Commencement of proceedings.

Note: You can visit your local law library or [search the most recent statutes and public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

FORMS:

- 14 [AM JUR PLEADING AND PRACTICE](#) *Husband and Wife* §14 (2004).
Complaint, petition, or declaration—To enforce oral contract—Parties to live together without marriage—For declaration of rights, partition of property, support or damages—Property held in constructive trust with duty to reconvey to woman

CASES:

- [Weicker v. Granatowski](#), No. 398167 (Conn. Super. Ct., Bridgeport, Sep. 2, 2003). 35 CONN. L. RPTR. 333 (September 29, 2003). "What is left is that the parties carried on a platonic relationship while living in the Guilford home for two years; the defendant paid primarily all of the expenses, with the plaintiff contributing only furniture and food supplies. From the evidence presented, the court does not find probable cause that the parties expressly or implicitly agreed that the plaintiff would have an interest in the Guilford property, nor can the court divine an equitable basis for such an interest. Even if the court were to find that the parties carried on a romantic relationship while in the Guilford

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home, as observed supra, 'cohabitation alone does not create any contractual relationship or . . . impose other legal duties upon the parties.' [Boland v. Catalano](#), 202 Conn. 333, 339."

- [Herring v. Daniels](#), 70 Conn. App. 649, 655 (2002). "The plaintiff apparently interprets the phrase 'in the manner of husband and wife' to suggest that cohabitation is for all intents and purposes synonymous with marriage, and that cohabitation raises all of the same presumptions regarding the treatment of assets as does marriage. Such an interpretation, however, would essentially transform cohabitation into common-law marriage, contrary to the refusal of this state to recognize such relationships."
- [Boland v. Catalano](#), 202 Conn. 333, 339, 521 A.2d 142 (1987). "Contracts expressly providing for the performance of sexual acts, of course, have been characterized as meretricious and held unenforceable as violative of public policy."
- [Burns v. Koellmer](#), 11 Conn. App. 375, 380, 527 A.2d 1210 (1987). "Claims of a contractual or quasi-contractual nature between parties in illicit relationships but which do not involve payment for prohibited sexual behavior are enforceable in courts of law."

WEST KEY NUMBERS:

- Implied and Constructive Contracts # 47
- Contracts # 112 Immorality

DIGESTS:

- ALR Digest: *Unmarried Cohabitants*
- CYNTHIA C. GEORGE AND THOMAS D. COLIN, [CONNECTICUT FAMILY LAW CITATIONS: Cohabitation](#)

ENCYCLOPEDIAS:

- George L. Blum, Annotation, *Property Rights Arising From Relationship of Couple Cohabiting Without Marriage*, 69 ALR5th 219 (1999).
- Jean E. Maess, Annotation, *Order Awarding Temporary Support or Living Expenses Upon Separation of Unmarried Partners Pending Contract Action Based on Services Relating to Personal Relationship*, 35 ALR4th 409 (1985).
- Jane Massey Draper, Annotation, *Recovery for Services Rendered by Persons Living in Apparent Relation of Husband and Wife Without Express Agreement for Compensation*, 94 ALR3d 552 (1979).

TEXTS & TREATISES:

- 8A ARNOLD H. RUTKIN ET AL. [CONNECTICUT PRACTICE SERIES. FAMILY LAW AND PRACTICE WITH FORMS](#) (3rd ed. 2010).
Chapter 47. *Property rights and agreements between unmarried cohabitants*
§ 47.3 Validity
- 6 ARNOLD H. RUTKIN, [FAMILY LAW AND PRACTICE](#) (2011).
Chapter 65. Unmarried cohabitants
§ 65.04. Unmarried cohabitants' oral agreements
[1]. Express oral agreements
[2]. Implied oral agreements
[3]. Summary of trend in the law
§ 65.05. Written cohabitation agreements
[1]. The importance of a written agreement
[2]. Negotiating a written cohabitation

agreement

[3]. Terms to be included in the agreement

§ 65.06. SAMPLE FORM: Cohabitation agreement

§ 65.07. CHECKLIST: Provisions of a cohabitation agreement

- SAMUEL GREEN AND JOHN V. LONG. [MARRIAGE AND FAMILY LAW AGREEMENTS](#) (2d ed. 1984).
Chapter 3 Cohabitation
§3.03 The extension of marital and familial rights to unmarried cohabitants
- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
Chapter 100 Cohabitation Agreements
§ 100.61 Recognition of cohabitation agreements

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* Originally compiled by Lawrence Cheeseman, retired Connecticut Judicial Branch Supervising Law Librarian.

Section 3: Grounds

A Guide to Resources in the Law Library

- "In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates an implied contract, agreement of partnership or joint venture, or some other tacit understanding between the parties. The courts may also employ the doctrine of quantum meruit, or equitable remedies such as constructive or resulting trusts, when warranted by the facts of the case." [Boland v. Catalano](#), 202 Conn. 333, 340-41, 521 A.2d 142 (1987), quoting [Marvin v. Marvin](#), 18 Cal. 3d 660, 665, 134 Cal. Rptr. 815, 557 P.2d 106 (1976)." [Burns v. Koellmer](#), 11 Conn. App. 375, 380-381, 527 A.2d 1210 (1987).

Section 3a: Expressed or Implied Contract

A Guide to Resources in the Law Library

SCOPE

Bibliographic resources relating to the requisites of express or implied contracts between unmarried cohabitants in Connecticut

DEFINITIONS:

- **Express Agreement:** "is one in which the parties arrive at their agreement by words, either oral or written." [Martens v. Metzgar](#), 524 P.2d 666, 671(1974).
- **Implied Contract:** "is an agreement between the parties which is not expressed in words but which is inferred from the acts and the conduct of the parties The test is whether the conduct and acts of the parties show an agreement. " [Brighenti v. New Britain Shirt Corporation](#), 167 Conn. 403, 406, 268 A.2d 391 (1974).
- "A contract is an agreement between parties whereby one of them acquires a right to an act by the other; and the other assumes an obligation to perform that act. . . . Contracts may be express or implied. These terms, however, do not denote different kinds of contracts, but have reference to the evidence by which the agreement between the parties is shown. If the agreement is shown by the direct words of the parties, spoken or written, the contract is said to be an express one. But if such agreement can only be shown by the acts and conduct of the parties, interpreted in the light of the subject matter and of the surrounding circumstances, then the contract is an implied one." [Skelly v. Bristol Savings Bank](#), 63 Conn. 83, 87, 26 A. 474 (1893).
- **Express or implied:** "'Whether [a] contract is styled express or implied involves no difference in legal effect, but lies merely in the mode of manifesting assent.'" (Internal quotation marks omitted.) [Boland v. Catalano](#), 202 Conn. 333, 337, 521 A.2d 142 (1987). 'A true implied [in fact] contract can only exist [however] where there is no express one. It is one which is inferred from the conduct of the parties though not expressed in words. Such a contract arises where a plaintiff, without being requested to do so, renders services under circumstances indicating that he expects to be paid therefor, and the defendant, knowing such circumstances, avails himself of the benefit of those services. In such a case, the law implies from the circumstances, a promise by the defendant to pay the plaintiff what those services are reasonably worth.' (Internal quotation marks omitted.) [Bershtein, Bershtein & Bershtein, P.C. v. Nemeth](#), 221 Conn. 236, 241-42, 603 A.2d 389 (1992); [Freda v. Smith](#), 142 Conn. 126, 134, 111 A.2d 679 (1955). Although both express contracts and contracts implied in fact depend on actual agreement; [Coelho v. Posi-Seal International, Inc.](#), 208 Conn. 106, 111, 544 A.2d 170 (1988); '[i]t is not fatal to a finding of an implied contract that there were no express manifestations of mutual assent if the parties, by their conduct, recognized the existence of contractual obligations.' [Rahmati v. Mehri](#), 188 Conn. 583,

587, 452 A.2d 638 (1982).” [Janusauskas v. Fichman](#), 264 Conn. 796, 804-804, 826 A.2d 1066 (2003).

CASES:

(Note: Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.)

CONNECTICUT

- [Boland v. Catalano](#), 202 Conn. 333, 340-341, 521 A.2d 142 (1987). “In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates an implied contract”
- [Burns v. Koellmer](#), 11 Conn. App. 375, 380, 527 A.2d 1210 (1987). “Claims of a contractual or quasi-contractual nature between parties in illicit relationships but which do not involve payment for prohibited sexual behavior are enforceable in courts of law.”
- [Bridgeport Pipe Engineering Co. v. DeMatteo Construction Co.](#), 159 Conn. 242, 249, 268 A.2d 391 (1970). “To constitute an offer and acceptance sufficient to create an enforceable contract, each must be found to have been based on an identical understanding by the parties.”

OTHER STATES

- [Marvin v. Marvin](#), 557 P.2d 106 (1976) [California].
- [Beal v. Beal](#), 577 P.2d 507 (1978) [Oregon].

WEST KEY NUMBERS:

- Marriage #54 Effect of informal or invalid marriage
- Contract # 112 Immorality
- Implied and constructive contracts # 47

ENCYCLOPEDIAS:

- 17A [AM JUR](#) 2D *Contracts* (2004).
Express, implied, or constructive contracts §§ 12-18.
- Proving the property and other rights of cohabitants and domestic partners, 95 POF3d 1 (2007).

TEXTS & TREATISES:

- 8A ARNOLD H. RUTKIN ET AL. [CONNECTICUT PRACTICE SERIES. FAMILY LAW AND PRACTICE WITH FORMS](#) (3rd ed. 2010).
Chapter 47. Property rights and agreements between unmarried cohabitants
§ 47.3. Validity
- 6 ARNOLD H. RUTKIN, [FAMILY LAW AND PRACTICE](#) (2011).
Chapter 65. Unmarried cohabitants
§ 65.04. Unmarried cohabitants’ oral agreements
[2]. Implied oral agreements
- SAMUEL GREEN AND JOHN V. LONG. [MARRIAGE AND FAMILY LAW AGREEMENTS](#) (2d ed. 1984).
Chapter 3 Cohabitation
§ 3.17. Express contract
§ 3.19. Implied-in-fact contracts
- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
Chapter 100. Cohabitation Agreements

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* Originally compiled by Lawrence Cheeseman, retired Connecticut Judicial Branch Supervising Law Librarian.

Table 1: Proof of Existence, Terms, And Breach, or Lack thereof, of Oral Contract to Convey Property between Unmarried Cohabitants

Proving the Property and Other Rights of
Cohabitants and Domestic Partners
95 POF3d 1
by Monique C.M. Leahy

VI. Proof of Existence, Terms, and Breach, or Lack thereof, of Oral Contract to Convey Property between Unmarried Cohabitants	
§ 48 Model Case	
§ 49	Parties' cohabitation
§ 52	Existence and terms of oral agreement
§ 54	Parties' acquisition of property
§ 55	Plaintiff's performance of agreement
§ 56	Defendant's breach of agreement
§ 62	No oral agreement

Table 2: Proof of Existence and Breach of Implied-In-Fact Contract for Services

VIII. Proof of Implied Contract for Cohabitant's Services	
§ 78 Model Case	
§ 79	Parties' cohabitation
§ 80	Pooling of resources; sharing of expenses
§ 81	Plaintiff's giving up of job to render household and related services
§ 82	Parties' acquisition of property
§ 83	Plaintiff's understanding as to rights in acquired property
§ 84	Parties held themselves out as husband and wife
§ 85	Plaintiff's performance of implied agreement
§ 86	Defendant's breach of implied agreement
§ 87	Witness' acquaintance with parties
§ 88	Parties held themselves out as husband and wife
§ 89	Defendant's statement regarding ownership of property

Section 3b: Implied Partnership Agreement or Joint Venture

A Guide to Resources in the Law Library

SCOPE

Bibliographic resources relating to the requisites of an implied partnership agreement or joint venture between unmarried cohabitants in Connecticut

DEFINITIONS:

- "The distinction between a partnership and a joint venture is often slight, the former commonly entered into to carry on a general business, while the latter is generally limited to a single transaction." [Travis v. St. John](#), 176 Conn. 69, 72, 404 A.2d 885 (1978).

CASES:

(Note: Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.)

CONNECTICUT

- [Boland v. Catalano](#), 202 Conn. 333, 340-341, 521 A.2d 142 (1987). "In the absence of an express contract, the courts should inquire into the conduct of the parties to determine whether that conduct demonstrates . . . agreement of partnership or joint venture or some other tacit understanding between the parties."

OTHER STATES

- [Estate of Thornton](#), 499 P.2d 864, 868 (1972). "She and Ray Thornton jointly contributed their labor to the cattle and farming enterprise; the evidence reveals that they shared in the decision making concerning the enterprise; and, necessarily, they benefited jointly from the profits thereof. From the circumstances of their relationship and their acts in the management of the farming business, the existence of a contract of partnership can be inferred."

WEST KEY NUMBERS:

- *Partnership* # 15, 20, 22, 26, 52, 111, 218(3)
- *Joint Ventures*

ENCYCLOPEDIAS:

- George L. Blum, Annotation, *Property Rights Arising From Relationship of Couple Cohabiting Without Marriage*, 69 ALR5th 219 (1999). §9 Partnership agreement or joint venture
- *Cohabitants and Domestic Partners*, 95 [AM JUR PROOF OF FACTS](#) 3D 1 (2007).
§ 8. Implied Contract

§§ 34-37. Proof Checklists

TEXTS & TREATISES:

- SAMUEL GREEN AND JOHN V. LONG. [MARRIAGE AND FAMILY LAW AGREEMENTS](#) (2d ed. 1984).
Chapter 3 Cohabitation
§ 3.21 Implied partnership and joint venture
- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
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- * Originally compiled by Lawrence Cheeseman, retired Connecticut Judicial Branch Supervising Law Librarian.

Table 3: Proof of Implied Partnership Agreement between Unmarried Cohabitants

IX. Proof of Implied Partnership to Convey Property Between Unmarried Cohabitants	
§ 90. Model Case	
§ 91	Parties' cohabitation
§ 92	Purchase of business property
§ 93	Plaintiff's prior employment
§ 94	Nature of the business enterprise
§ 95	Commencement and expansion of the business
§ 96	Parties' contribution of capital to business; pooling of resources
§ 97	Plaintiff's maintenance of business records
§ 98	Other services rendered by plaintiff
§ 99	Parties' joint liability for indebtedness
§ 101	Never held themselves out as partners

95 POF 3d 1 - Cohabitants and Domestic Partners (2007)

Section 3c: Quantum Meruit

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to unmarried cohabitant seeking equitable relief under the doctrine of quantum meruit.

DEFINITIONS:

- **Quantum meruit:** "Literally translated, the phrase 'quantum meruit' means 'as much as he deserved.' 'Quantum meruit' is a liability on a contract implied by law . . . It is premised on the finding of an implied promise to pay the plaintiff as much as he reasonably deserves, and it is concerned with the amount of damages resulting from an implied promise by the defendant to pay." Derr v. Moddy, 5 Conn. Cir. 718, 721-722, 261 A.2d 290(1969).
- **Unjust enrichment:** "This doctrine is based upon the principle that one should not be permitted unjustly to enrich himself at the expense of another but should be required to make restitution of or for property received, retained or appropriated" Franks v. Lockwood, 146 Conn. 273, 278, 150 A.2d 215 (1959).
- **Comparison:** " . . . unjust enrichment has been the form of action commonly pursued in this jurisdiction when the benefit that the enriched party receives is either money or property Quantum meruit, by comparison, is the form of action which has been utilized when the benefit received was the work, labor, or services of the party seeking restitution." Burns v. Koellmer, 11 Conn. App. 375, 384, 527 A.2d 1210 (1987).

CASES:

(Note: Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.)

- Boland v. Catalano, 202 Conn. 333, 340-341, 521 A.2d 142 (1987). "The courts may also employ the doctrine of quantum meruit"
- Burns v. Koellmer, 11 Conn. App. 375, 383-384, 527 A.2d 1210 (1987). "Quantum meruit is the remedy available to a party when the trier of fact determines that an implied contract for services existed between the parties, and that, therefore, the plaintiff is entitled to the reasonable value of services rendered Such contracts are determined from the evidence of the parties' course of conduct which implies a promise to pay for the services rendered. The pleadings must allege facts to support the theory that the defendant, by knowingly accepting the services of the plaintiff and representing to her that she would be compensated in the future, impliedly promised to pay her for the services she rendered."

WEST KEY NUMBERS:

- Implied and constructive contracts #30

ENCYCLOPEDIAS:

- 66 AM JUR 2D *Restitution and Implied Contracts* (2011).
§ 67. Husband and wife; unmarried cohabitation
- *Cause of Action by Unmarried Cohabitant to Enforce Agreement or Understanding Regarding Support or Division of Property*, 8 CAUSES OF ACTION 2D 1 (1995).
§ 16. Quantum meruit

- *Property Rights Of Unmarried Cohabitants*, 46 [AM JUR PROOF OF FACTS](#) 2D 495 (1986).
§ 8. Recovery in quantum meruit or by imposition of constructive trust

TEXTS & TREATISES:

- SAMUEL GREEN AND JOHN V. LONG. [MARRIAGE AND FAMILY LAW AGREEMENTS](#) (2d ed. 1984).
Chapter 3 Cohabitation
§ 3.20. Quasi contract and the valuation of domestic service
- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
Chapter 100. Cohabitation Agreements

COMPILER:

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* Originally compiled by Lawrence Cheeseman, retired Connecticut Judicial Branch Supervising Law Librarian.

Table 4: Constructive Trust

Constructive Trust	
<u>Gulack v. Gulack</u> , 30 Conn. App. 305, 310, 620 A.2d 181 (1993).	"The elements of a constructive trust are the intent by a grantor to benefit a third person, the transfer of property to another who stands in a confidential relationship to the grantor with the intent that the transferee will transfer the property to the third person, and the unjust enrichment of the transferee if the transferee is allowed to keep the property. A constructive trust is created by operation of law when these elements are present."
<u>Castaldo v. Castaldo</u> , No. SPBR 941228656 (Conn. Super. Ct., Fairfield Housing Session at Bridgeport, Jul. 19, 1995), 15 CONN. L. RPTR. 135, 1995 WL 476798.	"There is no common law marriage in the State of Connecticut but we do recognize contract claims. <i>Boland v. Catalano</i> , supra [202 Conn. 333,]340 [(1987)]. Furthermore the allegations of the pleadings indicate that the plaintiff and the defendant are still related one to another, to wit; they have a parental obligation to a minor child issue of their dissolved marriage. This is sufficient under Connecticut law to allege a special or confidential relationship to be able to satisfy the allegations of a constructive trust."

Table 5: Resulting Trust

Resulting Trust	
<p>Farrah v. Farrah, 187 Conn. 495, 500, 446 A.2d 1075 (1982).</p>	<p>"The law on resulting trusts in Connecticut is well settled. Resulting trusts arise by operation of law at the time of a conveyance when the purchase money for property is paid by one party and the legal title is taken in the name of another."</p>
<p><i>Steinmetz v. Ledoux</i>, No. 563889 (Conn. Super. Ct., New London, Apr. 22, 2004), 2004 WL 1050858.</p>	<p>"The plaintiff, Pamela S. Steinmetz, brought action against the defendant in four counts: breach of contract, unjust enrichment, resulting trust and conversion of personal property."</p> <p>*****</p> <p>"The court finds that the plaintiff has failed to meet her burden of proof that she contributed anything toward the house or toward the mortgage, taxes and interest payments over the course of the nine years of the parties' occupancy. The plaintiff's testimony is not supported by any evidence and is flatly contradicted by the defendant with respect to most of its important elements. The defendant's testimony is clear and well-documented. At best the court can find that the plaintiff made some payments, but must find that they were either repayment of loans or payment of rent and not toward ownership. The plaintiff did get the benefit of being able to live in the house for a period of nine years. Under none of the theories claimed is CT Page 6536 the plaintiff entitled to a part interest in the realty. The court finds that the plaintiff has failed to meet her burden of proof on any of the four counts alleged. Judgment must, therefore, enter for the defendant."</p>

Section 4: Form and Content

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the form and content of a written cohabitation agreements

STATUTES:

- CONN. GEN. STAT. (2011)
[§ 46b-61](#). Orders re children where parents live separately

Note: You can visit your local law library or [search the most recent statutes and public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

FORMS:

- 9B [AM JUR LEGAL FORMS](#) (2002 rev.)
 - § 139:141. Nonmarital agreement—between parties living together remaining unmarried
 - § 139:142. Nonmarital agreement—between parties living together remaining unmarried—Residence owned by one party
 - § 139:143. Nonmarital agreement—between parties living together remaining unmarried—Provisions for custody and support
 - § 139:144. Nonmarital agreement—between parties living together remaining unmarried—Joint purchase of real estate
 - § 139:145. Nonmarital agreement—between parties living together remaining unmarried—Joint purchase of real estate—Another form
 - § 139:146. Nonmarital agreement—between parties living together remaining unmarried—To share residence, earnings, and accumulated property—No provision for support
 - § 139:147. Nonmarital agreement—between parties living together remaining unmarried—Parties have child
 - § 139:148. Termination of cohabitation agreement—Parties have child
 - § 139:149. Termination of cohabitation agreement—One party has child—One party to buy out other's interest in jointly owned real estate
 - §§ 139:150 - 159. Optional provisions
- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
 - Chapter 100 Cohabitation Agreements
 - Forms 100.10 – 100.35
- 7 [WEST'S LEGAL FORMS](#) (3rd ed. 2006).
 - Chapter 9 Cohabitation Agreements
 - § 9:12. Cohabitation agreement—parties have child
 - § 9:14. Cohabitation agreement between parties with no children
 - Joint purchase of real estate
 - § 9:15. Cohabitation termination agreement
- 6 ARNOLD H. RUTKIN, [FAMILY LAW AND PRACTICE](#) (2011).
 - Chapter 65. Unmarried cohabitants

- § 65.06. SAMPLE FORM: Cohabitation agreement
- § 65.07. CHECKLIST: Provisions of a cohabitation agreement

CHECKLISTS:

- 9B [AM JUR LEGAL FORMS](#) (2002 rev.)
- § 139:137. Form drafting guide
- § 139:138. Form drafting guide—checklist—matters to be considered in drafting a nonmarital cohabitation agreement
- 8A ARNOLD H. RUTKIN ET AL. [CONNECTICUT PRACTICE SERIES. FAMILY LAW AND PRACTICE WITH FORMS](#) (3rd ed. 2010).
- Chapter 47. Property rights and agreements between unmarried cohabitants
- § 47.5. Particular clauses [*suggested inclusions and alternatives*]
- 5 [NICHOLS CYCLOPEDIA OF LEGAL FORMS](#) (1991).
- § 5.555 Drafting checklist—Nonmarital cohabitation agreement
- 7 [WEST'S LEGAL FORMS](#) (3rd ed. 2006).
- Chapter 9. Cohabitation Agreements
- § 9:11. Checklist
- 6 ARNOLD H. RUTKIN, [FAMILY LAW AND PRACTICE](#) (2011).
- Chapter 65. Unmarried cohabitants
- § 65.07. CHECKLIST: Provisions of a cohabitation agreement

CASES:

- [Boland v. Catalano](#), 202 Conn. 333, 521 A.2d 142 (1987). *Cohabitation and the enforcement of contracts and agreements between parties.*
- [Vibert v. Atchley](#), 16 Conn. L. Rptr. No. 19, 604, 1996 WL 364777 (July 8, 1996). *Bankruptcy and a signed cohabitation agreement.*

(Note: Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.)

WEST KEY NUMBERS:

- Implied and Constructive Contracts #47
- Work and Labor #25

DIGESTS:

- ALR Digest: Unmarried Cohabitants
- CYNTHIA C. GEORGE AND THOMAS D. COLIN. [CONNECTICUT FAMILY LAW CITATIONS](#): Cohabitation

TEXTS & TREATISES:

- 9B [AM JUR LEGAL FORMS](#) (2ND 2002)
 - § 139:136. Introductory comments
 - § 139:137. Form drafting guide
 - § 139:138. Form drafting guide—Checklist—Matters to be considered in drafting nonmarital cohabitation agreement
 - § 139:139. Formal requirements—Acknowledgment
 - § 139:140. Formal requirements—Statute of frauds
- 8A ARNOLD H. [RUTKIN ET AL. CONNECTICUT PRACTICE SERIES. FAMILY LAW AND PRACTICE WITH FORMS](#) (3rd ed. 2010).
 - Chapter 47. Property rights and agreements between unmarried cohabitants
 - § 47.1. In general
 - § 47.2. Agreements between unmarried couples [*includes reasons for entering into an agreement*]
 - § 47.3. Validity
 - § 47.4. Preparation and execution

- § 47.5. Particular clauses
- § 47.6. Separate property
- § 47.7. Joint purchases and contracts
- § 47.8. Enforcement of cohabitation agreements
- § 47.9. Termination of living together agreements
- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
Chapter 100 Cohabitation Agreements
- TONI IHARA ET AL., [LIVING TOGETHER: A LEGAL GUIDE FOR UNMARRIED COUPLES](#) (14th ed. 2008).
- 7 [WEST'S LEGAL FORMS](#) (3rd ed. 2006).
Chapter 9. Cohabitation Agreements

COMPILER:

- Mary Ann Krivicky, Connecticut Judicial Branch Law Library at Bridgeport, 1061 Main Street, Bridgeport, CT 06604. (203) 579-7244. [Email](#)
* Originally compiled by Lawrence Cheeseman, retired Connecticut Judicial Branch Supervising Law Librarian.

Table 6: Sample Clauses for Cohabitation Agreements

<h1>Sample Clauses for Cohabitation Agreements</h1>	
Arbitration	<ul style="list-style-type: none"> • Arbitration; use of AAA rules; Exclusive remedy. LINDEY §100.30
Bank Accounts	<ul style="list-style-type: none"> • Joint bank account—Payment of joint expenses. AM JUR LEGAL FORMS § 139:156 • Joint expenses; joint account; proportional contributions. LINDEY §100.23 • Separate bank accounts and credit cards. AM JUR LEGAL FORMS § 139:157
Basic Agreements	<ul style="list-style-type: none"> • AM JUR LEGAL FORMS §§ 139:135 - 149
Breach Of Agreement	<ul style="list-style-type: none"> • Breach; remedies. LINDEY §100.29
Children	<ul style="list-style-type: none"> • Agreement—parties have child. WEST §9:12 • Expenditures on behalf of children; no obligations created. LINDEY §100.19 • Legal names of parties and children. AM JUR LEGAL FORMS § 139:153 • Support, maintenance, and education of children. AM JUR LEGAL FORMS § 139:152 • Visitation rights. LINDEY §100.32
Counsel	<ul style="list-style-type: none"> • Acknowledgment of representation by counsel. AM JUR LEGAL FORMS § 139:158 • Recitals; disclosure; separate counsel. LINDEY §100.11
Debts	<ul style="list-style-type: none"> • Separate property; debts. LINDEY §100.14
Disclosure	<ul style="list-style-type: none"> • Recitals; disclosure; separate counsel. LINDEY §100.11
Employment	<ul style="list-style-type: none"> • Joint contributions to household expenses; one party's employment by other party. LINDEY §100.24

[Cont'd]

Sample Clauses (Cont'd)

Expenses	<ul style="list-style-type: none"> • Expenditures on behalf of children; no obligations created. LINDEY §100.19 • Joint bank account—payment of joint expenses. AM JUR LEGAL FORMS §139:156 • Joint contributions to household expenses; one party's employment by other party. LINDEY §100.24 • Joint expenses; joint account; proportional contributions. LINDEY §100.23 • Sole ownership of residence; effect of joint payment of expenses. LINDEY §100.17
Inheritance	<ul style="list-style-type: none"> • Designation as beneficiary of various interests; testamentary inclusion. LINDEY §100.25 • Gifts; inheritance. LINDEY §100.18 • No claim on either party's estate. AM JUR LEGAL FORMS § 139:155 • Waiver of estate claims. LINDEY §100.26
Name(s)	<ul style="list-style-type: none"> • Legal names of parties and children. AM JUR LEGAL FORMS § 139:153 • Occupancy of premises in name of one party on happening of specific events. LINDEY §100.31
Property, Joint	<ul style="list-style-type: none"> • Joint property; equal interests presumed. LINDEY §100.15 • Joint property; interests based on contribution. LINDEY §100.16 • Joint purchase of real estate. With buy-out provision. WEST §9:13 • One wage-earning party—property shared equally. AM JUR LEGAL FORMS § 139:150 <p style="text-align: right;">[cont'd]</p>

Property, Separate	<ul style="list-style-type: none"> • One wage-earning party—Property shared equally. § 139:150 • Property to be kept separate. AM JUR LEGAL FORMS § 139:154 • Separate property, no creation of rights except in writing or specific investment. LINDEY §100.13 • Separate property; debts. LINDEY §100.14 • Sole ownership of residence; effect of joint payment of expenses. LINDEY §100.17 • Occupancy of premises in name of one party. LINDEY §100.31
Recitals	<ul style="list-style-type: none"> • Recitals; disclosure; separate counsel. LINDEY §100.11 • Recitals; intention to live together; desire to define financial arrangements; no common law marriage. LINDEY §100.10
Support	<ul style="list-style-type: none"> • No obligation to support joint resident. LINDEY §100.20 • One wage-earning party—property shared equally. AM JUR LEGAL FORMS § 139:150 • Promise to support during joint residency; effect of termination or breach. LINDEY §100.21 • Support in exchange for services; sexual services not included. LINDEY §100.22 • Waiver of right to support or other compensation. AM JUR LEGAL FORMS § 139:159
Taxes	<ul style="list-style-type: none"> • Taxes. LINDEY §100.27
Termination	<ul style="list-style-type: none"> • Termination agreement; no preexisting agreement. LINDEY §100.34 • Criteria for dividing property: use of equitable distribution concepts. LINDEY §100.35 • Termination of cohabitation agreement. Parties have children. AM JUR LEGAL FORMS § 139:148
Visitation	<ul style="list-style-type: none"> • Visitation rights. LINDEY §100.32

AM JUR LEGAL FORMS = 9B [AMERICAN JURISPRUDENCE LEGAL FORMS](#) (2002 rev.)

LINDEY = 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).

WEST = 7 [WEST'S LEGAL FORMS](#) (3rd ed. 2006). Chapter 9. Cohabitation Agreements.

Section 5: Remedies & Enforcement

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the enforcement of cohabitation agreements in Connecticut

CASES:

- [Boland v. Catalano](#), 202 Conn. 333, 521 A.2d 142 (1987).
- [Burns v. Koellmer](#), 11 Conn. App. 375, 527 A.2d 1210 (1987).

(Note: Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.)

WEST KEY NUMBERS:

- *Contracts* #112 "Immorality"
- *Implied and constructive contracts*
 - #3 Unjust Enrichment
 - #30 Quantum Meruit
- *Marriage* #54
- *Trusts* #103(1)

DIGESTS:

- ALR DIGEST: *Unmarried Cohabitants*
- CYNTHIA C. GEORGE AND THOMAS D. COLIN. [CONNECTICUT FAMILY LAW CITATIONS: Cohabitation](#)

ENCYCLOPEDIAS:

- 17A [AM JUR](#) 2D *Contracts* (2004).
 - § 294. Immorality—Agreement for, or between those having , illicit sexual relations; "palimony"
- *Cause Of Action By Unmarried Cohabitant To Enforce Agreement Or Understanding Regarding Support Or Division Of Property*, 8 [CAUSES OF ACTION](#) 2D 1 (1995).
 - § 32 Remedies—generally
 - § 33 Apportionment of joint property
 - § 34 Permanent or temporary support

TEXTS & TREATISES:

- 2 ALEXANDER LINDEY AND LOUIS I. PARLEY, [LINDEY ON SEPARATION AGREEMENTS AND ANTENUPTIAL CONTRACTS](#) (2nd ed. 2011).
 - Chapter 100 Cohabitation Agreements
 - §100.69 Termination, remedies, and defenses

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 - * Originally compiled by Lawrence Cheeseman, retired Connecticut Judicial Branch Supervising Law Librarian.